is directly represented by certain of its principal executive officers. (2) Its liability for punitive damages for the torts of such officers might well be extended to hold it criminally liable for the offenses committed by them in its behalf. See *Memphis Telephone Co. v. Cumberland Co.* (1916, C. C. A. 6th) 231 Fed. 835 (punitive damages for officers' torts). If, however, a crime is by statute punishable only by imprisonment, it is strong evidence that the legislature did not intend to include corporations within the scope of the statute. Cf. *Attorney General v. Hamilton St. Ry.* (1897) 24 Ont. App. 170. But it is not by any means conclusive. *United States v. Young & H. Co.* (1909, C. C. D. R. I.) 170 Fed. 110; *United States v. Van Schaick* (1904, C. C. S. D. N. Y.) 134 Fed. 592. It is suggested that the obloquy of a conviction, although no punishment can be administered, is yet of some force as a deterrent. It is interesting to note that no modern cases have been found where a defendant was freed solely on the ground that the crime was completely without the scope of the corporate powers. It would seem that the doctrine of the principal case should be supported.

CORPORATIONS—SUBSCRIPTIONS FOR STOCK—FAILURE OF CORPORATION TO OBSERVE STATUTORY REQUIREMENTS.—The plaintiff, as trustee in bankruptcy, brought an action against the defendant to recover the balance claimed to be due on a subscription for stock in the bankrupt corporation. The defendant demurred on the ground that there was no allegation that the statute requiring the payment of ten per cent cash at the time of the subscription to the stock had been fulfilled. *Held,* (two judges *dissenting*) that the demurrer should be sustained. *Mills v. McNamee* (1920, App. Div.) 184 N. Y. Supp. 613, affirming (1920, Sup. Ct.) 111 Misc. 253, 181 N. Y. Supp. 285.

According to the later decisions, section 53 of the New York Stock Consolidation Act applies only to subscriptions made after organization. *Rogers v. Baird,* (1917) 181 App. Div. 927, 167 N. Y. Supp. 35. The object of the statute is said to be to enable the corporation to obtain sufficient working funds, and hence a check or note will not validate the subscription. *Van Schaick v. Mackin* (1908) 129 App. Div. 335, 113 N. Y. Supp. 408; *Hapgoods v. Lusch* (1907) 123 App. Div. 27, 107 N. Y. Supp. 331. The statute is mandatory and cannot be evaded by estoppel, waiver, or acquiescence. *New York and Oswego Midland Ry. v. Van Horn* (1874) 57 N. Y. 473. Although the subscription is not accompanied by the required cash, a later payment has been held sufficient. *Black River & Utica Ry. v. Clarke* (1862) 25 N. Y. 208. This seems to conflict with the object avowed for the statute in some of the cases. Though the courts may say the subscription is void without the payment of the required cash, and despite the strong language of the statute ("No subscription shall be taken, unless. . ."), where a stockholder has taken full benefits under the contract and injustice would result if he were permitted to avail himself of the defense established by the statute, he has been held bound, without having made the required payment. *Jeffrey v. Selwyn* (1917) 220 N. Y. 77, 115 N. E. 275 (defendant, a director, accepted dividends and sold his stock); see 6 A. L. R. 1111, note; see 1 Machen, *Modern Law of Corporations* (1908) sec. 200. Such a rule is analogous to the doctrine, prevailing in many of our state courts, which prevents a party having enjoyed the full benefits of an *ultra vires* contract from repudiating its burdens. *Carson City Sav. Bank v. Carson City Elevator Co.* (1892) 90 Mich. 550, 51 N. W. 641; see 2 Machen, op. cit., sec. 1055 ff. It should be noted, however, that the defense relied on in the instant case is not that the contract in *ultra vires,* but a stronger ground—that the subscription claimed is opposed to a specific statutory expression of public policy. A commissioner appointed to take subscriptions cannot invalidate his own subscription on the ground that the required amount has not been paid on it. *Highland Turnpike v. McKean* (1814, N. Y. Sup. Ct.) 11 Johns. 98; *Ryder v. Alton & Sangamon Ry.* (1851)

13 Ill. 516. The corporation, the "person" who was to receive the cash in the instant case, is an entity distinct from its directors, but the defendant, by failing to object to the violation of the statute, participated in a breach of duty toward it, and should not be permitted to take advantage of such breach. *Pittsburgh Ry. v. Applegate* (1882) 21 W. Va. 172; see (1915) 25 YALE LAW JOURNAL, 154. If the statute was designed to secure good faith, then a defendant by doing, or assisting in doing the very thing the statute aims to prevent, has the protection of the courts thrown about him. It would seem that the defendant in the principal case should be held liable on his subscription. For the power of a trustee in bankruptcy to bring suit on an unpaid subscription for stock, see (1918) 27 YALE LAW JOURNAL, 403.

DAMAGES—INTEREST—UNLIQUIDATED DAMAGES PRECLUDE RECOVERY.—A contract for the construction of an apartment house provided that if unpaid subcontractors should file mechanics' liens on the premises, the owners might hold back enough money, otherwise due the general contractor, to secure the liens. Because of the filing of such liens and because of claims for damages for failure to complete the work on time and for defective work, the owners did not pay the contractor. He recovered judgment nearly four years after the apartment house was completed and delivered to the owners, but was ordered to pay interest to the subcontractors and an allowance to the owners for defective work and delay. *Held,* that the general contractor was not entitled, as against the owners, to interest on either the amounts due the subcontractors or on the general balance due, since it had been unliquidated. Wheeler and Gager, JJ., *dissenting*. *Capitol City Lumber Co. v. Sudarsky* (1920, Conn.) 111 Atl. 349.

The law shows a steady development toward more frequent allowance of interest. The early English rule permitted interest as a matter of law only in suits on commercial paper and on contracts expressly, or by usage, providing for it. Later this was extended by the St. 3 & 4 Wm. IV (1833) c. 42 sec. 28, 29. Sedgwick, *Damages* (9th ed. 1912) 559. American courts have always been more liberal, and look on interest as a necessary incident to the use of money. There is great conflict among the authorities as to what types of unliquidated claims interest should accrue on, if on any. In personal injury and similar cases, where the extent of damages is peculiarly within the province of the jury, no interest is allowed. *Fell v. Union Pacific Ry.* (1907) 32 Utah, 101, 88 Pac. 1003. In actions for work and labor where the amount is unliquidated, some courts have held that interest should be granted from the date of completion of the work, others from the time of demand, while still others allow no interest at all. *Sullivan v. Nicoulin* (1901) 113 Iowa, 76, 84 N. W. 978 (date of completion); *Mulligan v. Smith* (1904) 32 Colo. 404, 76 Pac. 1063 (time of demand); *Swinnerton v. Argonaut Land Co.* (1896) 112 Calif. 375, 44 Pac. 719 (interest not allowed). In building contract cases the weight of authority seems to be in accord with the instant case. *Macomber v. Bigelow* (1899) 126 Calif. 9, 58 Pac. 312; *Delafield v. Village of Westfield* (1901) 169 N. Y. 582, 62 N. E. 1095. The rule stated by the majority opinion seems to have as its basis that the defendant may be excused from paying interest because of the indefiniteness of the amount, whereas if the defendant could easily have computed this amount upon which interest is to be figured, it should be allowed. *Gilpatric v. National Surety Co.* (1920) 95 Conn. 10, 110 Atl. 545. To make the rule turn upon the ease of computation of the damages to be awarded is to make it turn upon the defendant's conduct, i. e., the validity of his excuse, rather than upon the proper theory of damages, namely, compensation to the plaintiff. The rule stated by the minority, which grants interest whenever "the demands of justice" require it, is hopelessly indefinite. In any exact system of justice the breach of a right would be followed by a right to immediate redress. It